*Watkins*, 3 Pet. (U. S.) 43. The language of the courts is broad enough to cover the case of a tenant in for a definite term, and the same is true of a leading English case. *Hovenden* v. *Lord Annersley*, 2 Sch. & Lef. 607. But in England it was later held that the rule does not apply to a tenant for a term. *Doe d. Graves* v. *Wells*, 10 A. & E. 427. Even in this country the early dicta have lost force in some states. *Whiting* v. *Edmunds*, 94 N. Y. 309. The Indian rule is that the tenancy becomes forfeited only if the landlord elects to treat it so. See *Ittappan* v. *Manavikrama*, I. L. R. 21 Madras 153. A peculiar feature of the principal case is that, granted there is a forfeiture, the landlord, having directed the very acts which worked the forfeiture, would probably be estopped to assert his right of entry.

BANKRUPTCY — PREFERENCE — UNRECORDED TRANSFER OF SECURITY FOR PRESENT ADVANCES. — More than four months before the bankruptcy of X, A advanced money to X, taking a mortgage on realty which was not recorded until within four months of the bankruptcy. *Held*, that the mortgage is not a preference and hence the delay in recording is immaterial. *Claridge* v. *Evans*, 118 N. W. 198 (Wis.).

Section 60 *a* of the Bankruptcy Act of 1898 as amended in 1903 provides that "When the preference consists of a transfer, the period of four months shall not expire until four months after recording." Before this amendment, in determining whether transfers for antecedent debts were made within four months of the bankruptcy, the courts looked only at the date of making, not of recording. *In re Wright*, 96 Fed. 187. The amendment was passed to correct this situation. See *English* v. *Ross*, 140 Fed. 630, 635. But the requirement of recording does not make the mortgage in the present case a transfer for an antecedent debt; for it is a valid transfer between the parties without recording. *Mathwig* v. *Mann*, 96 Wis. 213. It was, then, a transfer for a present advance, and such a transfer, no matter when made, creates no preference as defined by the statute. *In re Noel*, 137 Fed. 694. Hence the four-months rule has no bearing on the case. Therefore the amendment, which regulated only the mode of determining the four-months period, does not apply, and the decision seems clearly right.

BANKRUPTCY — PROPERTY PASSING TO TRUSTEE — RIGHT OF ACTION FOR MALICIOUS ATTACHMENT. — A bankrupt corporation brought an action for malicious attachment of property. The defendant asked for a judgment on the pleadings on the ground that whatever right of action the plaintiff might have had was vested in its trustee in bankruptcy. *Held*, that the plaintiff cannot maintain the action. *Hansen Mercantile Co.* v. *Wyman, Partridge & Co. et al.*, 41 Chic. L. N. 120 (Minn., Sup Ct., Oct. 2, 1908).

Under § 70 *a* of the Bankruptcy Act of 1898 the trustee in bankruptcy is vested with all rights of action arising from injury to the property of the bankrupt. An action for malicious prosecution and arrest is a personal action and does not pass to the trustee. *In re Haensell*, 91 Fed. 355. And an action for malicious abuse of an attachment process is held to be an action for a personal tort, although there is an injury resulting to the bankrupt's business. *Noonan* v. *Orton*, 34 Wis. 259. But the principal case is distinguishable in that the plaintiff is a corporation and as such, of course, cannot sue for a purely personal tort. The tort of malicious attachment has two elements. It is not only a personal injury, but also an injury to property in that it hurts the defendant's business and credit. *Lawrence* v. *Hagerman*, 56 Ill. 68. It is submitted that when the plaintiff in such a suit is a corporation, the gist of the action is the injury to its property. *Cf. Trenton Ins. Co.* v. *Perrine*, 23 N. J. L. 402. It follows that its right of action vests in the trustee.

BILLS AND NOTES — ANOMALOUS INDORSER — PAROL EVIDENCE TO SHOW INTENT OF PARTIES. — §§ 113 and 114 of the Negotiable Instruments Law provide that "Where a person not otherwise a party to an instrument

places his signature thereon before delivery he is an indorser and . . . if the bill is payable to the order of the maker he is liable to all parties subsequent to the maker." A drew a bill on B to his own order. B accepted it and C indorsed it before delivery to A. A sued C and offered parol evidence that C signed with the intention to lend his credit to B in accordance with an agreement with A. *Held*, that the evidence is admissible. *Haddock, Blanchard & Co.* v. *Haddock*, 85 N. E. 682 (N. Y.).

Before the adoption of the Negotiable Instruments Law in New York a stranger who indorsed a bill in blank before delivery was presumably only a second indorser, but this presumption could be overcome by parol evidence that he intended to become liable to the payee. *Moore* v. *Cross*, 19 N. Y. 227. The theory was that the parol evidence did not change his character of indorser, but simply showed an authority in the maker to indorse without recourse to the anomalous indorser who was then taken to have indorsed back to the maker. This doctrine reconciles the present decision with § 113 of the Negotiable Instruments Law, for the parol evidence does not affect the defendant's liability as indorser. § 114 provides for liability to parties subsequent to the maker, but does not negative liability to the maker. Hence the court concludes that there is nothing in the statute inconsistent with the old rule which allowed parol evidence to show the true agreement between the payee and the anomalous indorser.

CARRIERS — DUTY TO ACCEPT AND CARRY PASSENGERS — PRIVATE CARRIERS. — The defendant company ran a steamer exclusively for the purpose of carrying visitors to and from its amusement park on an island. Its tickets included the ride on the steamer and admission to the park. The plaintiff was refused admission to the steamer because of former disorderly conduct. *Held*, that the defendant is not a common carrier to and from its island, and has a right to exclude the plaintiff. *Meisner* v. *Detroit Ferry Co.*, 118 N. W. 14 (Mich.).

A common carrier is one who undertakes by virtue of his calling to carry indifferently for all who may choose to employ him. *Iron Works* v. *Hurlbut*, 158 N. Y. 34. A private carrier is one who does not carry for all indifferently, but only under special circumstances. *Allen* v. *Sackrider*, 37 N. Y. 341. The duties of a common carrier are imposed on him because of the public nature of his employment. *McNeill* v. *Durham Ry. Co.*, 135 N. C. 682. The interest of the public must be concerned in his enterprise, and to find this the character of the business must be considered. *Sholl* v. *Coal Co.*, 118 Ill. 427. A railroad run exclusively for private purposes is not a common carrier, since the public has no equal right to use it. *Wade* v. *Cypress Lumber Co*, 74 Fed. 517. A private ferry running to and from the premises of an individual, who could refuse to admit anyone, has been held not to be in a public employment. *People* v. *Mago*, 69 Hun (N. Y.) 559. The public can hardly be said to be concerned in the service of the defendant to its island in the case considered. For example, the boats could undoubtedly cease running without violating any right of the public.

CHATTEL MORTGAGES — RECORDING AND REGISTRY — PRIORITY BETWEEN MORTGAGEES. — A took a chattel mortgage on goods subsequently to be acquired by B. The mortgage was not recorded for a month. After the execution but before the recording of this mortgage C sold goods to B and took a mortgage thereon for the purchase price. C's mortgage was recorded after A's and after the goods had been delivered to A upon condition broken. C brought replevin to recover the goods. *Held*, that he cannot recover. *Garrison* v. *Street & Harper Furniture, etc., Co.*, 97 Pac. 978 (Okl.).

Where the recording statute provides a definite period within which a chattel mortgage must be recorded, a mortgage so recorded will be valid from its execution even as against a lien attaching before the recording. *McCarthy* v. *Scisler*, 130 Ind. 63. Where the statute provides no period within which the mortgage is to be recorded, it must be done within a reasonable time. *Wilson*